

Parsons Newman, Assignee under
Mortgage from Thomas F. Rothen-
hoefer and Charlotte B. Rothen-
hoefer, his wife, to Farmers and
Mechanics National Bank, a body corporate : NO. 21,934 EQUITY
: IN THE CIRCUIT COURT FOR
: FREDERICK COUNTY, MARYLAND

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ON PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of Parsons Newman, Assignee of a mortgage executed by Thomas F. Rothenhoefer and Charlotte B. Rothenhoefer, his wife, to Farmers and Mechanics National Bank, a body corporate, respectfully shows unto your Honors:

FIRST: That on the 19th day of March, 1965, Thomas F. Rothenhoefer and Charlotte B. Rothenhoefer, his wife, being then indebted unto the Farmers and Mechanics National Bank in the sum of Eight Thousand Six Hundred Dollars (\$8,600.00) as evidenced by their promissory note on said date for said sum of money, payable unto the Farmers and Mechanics National Bank, and did also execute a certain mortgage dated March 19, 1965 to secure the payment of said note and interest, which said mortgage was recorded in Liber No. 721, folio 222, one of the Land Records of Frederick County and wherein the said Thomas F. Rothenhoefer and Charlotte B. Rothenhoefer, his wife, conveyed unto the Farmers and Mechanics National Bank all the hereinafter described real estate:

BEING all that lot or parcel of land situate, lying and being in Tuscarora District, Frederick County, Maryland having a frontage of 100 feet on the Edgewood Church Road with a depth of 210 feet, more or less and being all and the same real estate conveyed unto Thomas F. Rothenhoefer and Charlotte B. Rothenhoefer, his wife, by Leonard M. Thompson and wife by deed dated October 4, 1960 and recorded in Liber No. 743, folio 537, one of the Land Records of Frederick County.

Together with the buildings and improvements thereon and rights, ways, roads, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining; in which said mortgage it was among other things provided that if default should be made in the payment of any one monthly installment of principal and interest or in the payment of the said promissory note at the time limited for the payment of same, or in any agreement, covenant or condition of the said mortgage, then the entire mortgage debt shall be deemed due and demandable and it should be lawful for the said mortgagee, its successors or